

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Plaintiff,

v.

Case No. 2:21-cv-11940

SAM HAKKI, M.D. A/K/A SAM  
HACKETTE, STAR PAIN MANAGEMENT  
& REHAB LLC, NEXTGEN PAIN  
ASSOCIATES & REHABILITATION LLC,  
ADVANCED CENTRAL LABORATORY,  
LLC, MIDWEST MEDICAL LAB LLC,  
FUTURE DIAGNOSTIC CENTER LLC,  
NABIL BEYDOUN A/K/A NABIL  
BAYDOUN A/K/A BILL BAYDOUN,  
ABDUL BEYDOUN A/K/A ABDUL  
BAYDOUN A/K/A ABE BAYDOUN,  
FOUAD BEYDOUN A/K/A FOUAD  
BAYDOUN A/K/A FRANK BAYDOUN,  
ANWAR BAKER, MUNA AFAN,  
MOHAMED EL-FAKHARANY, M.D.,  
RIAD GEORGE KHOURY, M.D.,  
VINOD SHARMA, M.D. and  
HORST GRIESSER, M.D.,

Hon. Denise P. Hood  
United States District Judge

Defendants.

AT LAW GROUP, PLLC

ATTORNEYS & COUNSELORS

3 PARK LN BLVD STE 1500 WEST, DEARBORN, MICHIGAN 48126 313-406-7606

**DEFENDANT MIDWEST MEDICAL LAB LLC'S ANSWER TO  
COMPLAINT, AFFIRMATIVE DEFENSES, AND RELIANCE UPON  
JURY DEMAND**

NOW COMES Defendant MIDWEST MEDICAL LAB LLC (the “Defendant”), by and through its attorneys, AT LAW GROUP, PLLC, specifically by Dewnya A. Bazzi, and for its Answer to Plaintiff’s Complaint states as follows:

**I. NATURE OF THE ACTION**

1. Denied.
2. Denied.
3. Denied.
4. Denied.
5. Denied.
6. Denied.
7. Denied.
8. Denied.
9. Denied.
10. Denied.
11. Denied.
12. Denied.
13. Denied.
14. Denied.

## **II. JURISDICTION AND VENUE**

15. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs. Defendant preserves its affirmative defense of lack of jurisdiction pursuant to Fed. R. Civ. P. 12(b)(1),(2),(3),(4),(5),(6), & (7).

16. Defendant incorporates its answer to Paragraphs 15 above by reference as if set forth fully herein.

17. Defendant incorporates its answer to Paragraphs 15 above by reference as if set forth fully herein.

## **III. PARTIES**

### **A. Plaintiff**

18. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs.

### **B. Defendants**

#### **1. The Clinic Defendants**

##### **a) The Baydoun Clinics**

##### **(1) Star Pain**

19. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs

20. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs

21. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs

**(2)NextGen**

22. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs.

23. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs.

24. With respect to the allegations contained in this paragraph, Defendant denies for lack of knowledge and leaves Plaintiff to their proofs.

**(3)Baydoun Successor Clinics**

25. With respect to the allegations contained in this paragraph Defendant denies all allegations directed towards Defendant in this paragraph. Further, Defendant lacks sufficient knowledge or information so as to form a belief as to the truth of the allegations contained in this paragraph as applied to the other defendants named in this action and, therefore, neither admits nor denies those allegation.

26. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

27. With respect to the allegations contained in this paragraph Defendant makes no answer to the allegations in this paragraph, as these allegations are not directed against this Defendant. However, to the extent a response is required, Defendant lacks sufficient knowledge or information so as to form a belief as to the truth of the allegations contained in this paragraph as applied to the other defendants named in this action and, therefore, neither admits nor denies those allegation.

28. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

29. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

30. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

## **2. The Toxicology Companies**

### **(1) Advanced Central Labs**

31. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

32. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

33. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

34. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

35. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

36. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

37. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

38. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**(2)Midwest Medical Lab**

39. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

40. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

41. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

42. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

43. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

44. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**(3) Future Diagnostic Center**

45. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

46. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

47. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

48. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

49. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

50. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

51. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**(4) Successor Baydoun Toxicology Lab, iNova**

52. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

53. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

54. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

55. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

56. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**3. The Management Group**

**a) Sam Hakki**

57. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

58. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.



59. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

60. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

61. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**b) Nabil Baydoun**

62. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

63. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

64. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

65. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

66. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

67. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

68. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**c) Fouad Baydoun**

69. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

70. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

71. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

72. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

73. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

74. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

75. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**d) Abdul Baydoun**

76. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

77. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

78. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

79. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

80. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

81. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

82. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**e) Muna Afan**

83. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

84. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

85. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

86. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

87. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

88. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

89. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

90. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**f) Anwar Baker**

91. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

92. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

93. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

94. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

95. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

96. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

97. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

#### **4. The Lab Director**

##### **a) Mohamed El-Fakharany, M.D.**

98. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

99. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

100. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

#### **5. The Physicians**

##### **a) Riad George Khoury, M.D.**

101. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

102. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

103. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

104. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**b) Vinod Sharma, M.D.**

105. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

106. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

107. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

108. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**c) Horst Griesser, M.D.**

109. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

110. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

111. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

112. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

113. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

114. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

115. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

#### **IV. ALLEGATIONS COMMON TO ALL COUNTS**

##### **A. First-Party Claims for Payment Under the No-Fault Act**

116. With respect to the allegations contained in this paragraph, MCL 500.3105, 3107 speak for themselves and require no response. However, to the extent a response is required, it is denied.

117. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

118. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

119. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**B. Third-Party Tort Claims for Non-Economic Loss Under the No-Fault Act**

120. With respect to the allegations contained in this paragraph, MCL 500.3135 speak for themselves and require no response. However, to the extent a response is required, it is denied.

121. This paragraph contains conclusions of law, to which no answer is required. However, to the extent a response is required, it is denied.

122. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**C. Legitimate Use of Urine Drug Tests (UDTs)**

123. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

124. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

125. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

126. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

127. This paragraph contains statements of the case and conclusions of law, to which no answer is required.



128. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

129. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

130. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**D. Federal Law Governing Laboratories That Perform Confirmatory UDTs**

131. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

132. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

133. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

134. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

135. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

136. This paragraph contains statements of the case and conclusions of law, to which no answer is required.

**E. The Background and Evolution of the Scheme**

**1. Hakki Forms Computerized Joint, Mini Invasive, and Begins Funneling Patients to Advanced Central Labs for UDTs to Maximize His Profits.**

137. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

138. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

139. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

140. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

141. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

142. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

143. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

144. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

145. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

146. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

147. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

148. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

149. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**2. Hakki Connects The Baydouns and Their Clinics to Advanced Central Labs**

150. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

151. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

152. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

153. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

154. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

155. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

156. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

157. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

158. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

159. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

160. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

161. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

162. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

163. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

164. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

165. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

166. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**3. After Advanced Central Labs Fails its CLIA Inspection and Is Sued by Allstate, the Management Group Opens MML To Take Over for Advanced Central Labs**

167. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

168. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

169. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

170. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

171. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

172. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

173. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

174. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

175. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

176. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

177. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

178. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**4. After MML Is Scrutinized by the Department of Health and its CLIA Certification is Deactivated, the Management Group Opens Yet Another New Lab, Future Diagnostics, to Take Over MML.**

179. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

180. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

181. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

182. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

183. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

184. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

185. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

186. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

187. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

188. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

189. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

190. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

191. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

192. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

193. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**5. Defendants' Fraudulent Referrals For UDTs.**

194. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

195. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

196. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**a) Defendants Refer Patients For UDTs As A Matter of Course to Maximize Profits.**

197. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

198. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

199. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

200. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

201. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.



202. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**b) Defendants Order Presumptive and Confirmatory  
UDTs Simultaneously To Maximize Profits**

203. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

204. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

205. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

206. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

207. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**c) Defendants Order Unreasonably Extensive  
Confirmatory Panels To Maximize Profits**

208. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

209. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

210. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

211. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**d) Defendants Ignore Physiologically Impossible UDT Results**

212. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

213. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

214. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

215. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

216. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

217. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

218. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

219. Defendant incorporates its answers to Paragraphs 27 above by reference as if set forth fully herein.

**e) Defendants Ignore Red Flags That Could Implicate Patient Care and Safety**

220. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

221. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

222. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

223. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

224. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

225. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

226. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

227. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

228. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**f) Defendants' Duplicative Billing For Presumptive UDTs**

229. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

230. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

231. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

232. Defendant incorporates its answers to Paragraphs 25 above by reference as if set forth fully herein.

**F. State Farm Mutual's Justifiable Reliance**

233. This paragraph contains statements of the case and conclusions of law, to which no answer is required. To the extent that an answer is required, Defendant denies all allegations directed towards Defendant in this paragraph. Further, to the extent that an answer is found to be required, Defendant lacks sufficient knowledge or information so as to form a belief as to the truth of the allegations contained in this paragraph as applied to the other defendants named in this action and, therefore, neither admits nor denies those allegation.

234. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

235. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

236. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

## **V. CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION VIOLATION OF 18 U.S.C §1962 (c) (Against All Defendants)**

237. No response required.

238. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

239. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

240. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

241. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

242. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

243. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

244. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed in its entirety with prejudice, that judgment be entered for Defendant and the Court grant such further relief to Defendant as it deems proper.

**SECOND CAUSE OF ACTION  
VIOLATION OF 18 U.S.C §1962 (d)  
(Against All Defendants)**

245. No response required.

246. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

247. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

248. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

249. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed in its entirety with prejudice, that judgment be entered for Defendant and the Court grant such further relief to Defendant as it deems proper.

**THIRD CAUSE OF ACTION  
COMMON LAW FRAUD  
(Against All Defendants)**

250. No response is required.

251. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

252. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

253. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

254. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

255. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed in its entirety with prejudice, that judgment be entered for Defendant and the Court grant such further relief to Defendant as it deems proper.

**FOURTH CAUSE OF ACTION  
UNJUST ENRICHMENT  
(Against All Defendants)**

256. No response required.

257. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

258. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

259. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed in its entirety with prejudice, that judgment be entered for Defendant and the Court grant such further relief to Defendant as it deems proper.

**FIFTH CAUSE OF ACTION  
DECLARATORY JUDGMENT UNDER 28 U.S.C § 2201  
(Against the Controlled Labs)**

260. No response is required.

261. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

262. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.



263. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

264. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

265. Defendant incorporates its answers to Paragraphs 233 above by reference as if set forth fully herein.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed in its entirety with prejudice, that judgment be entered for Defendant and the Court grant such further relief to Defendant as it deems proper.

Respectfully Submitted,

**/s/ Dewnaya A. Bazzi**

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Dewnaya A. Bazzi (P75310)  
Attorney for Defendant  
3 Parklane Blvd, West Tower,  
Ste 1500  
Dearborn, MI 48126  
(313) 406-7606  
db@atlawgroup.com

Dated: November 9, 2021

### **AFFIRMATIVE DEFENSES**

NOW COMES Defendant MIDWEST MEDICAL LAB LLC (the “Defendant”), by and through its attorneys, AT LAW GROUP, PLLC, specifically by Dewnya A. Bazzi, and for its Affirmative Defenses states as follows:

1. By way of first affirmative defense, Defendant pleads accord and satisfaction.
2. By way of second affirmative defense, Defendant pleads duress.
3. By way of third affirmative defense, Defendant pleads payment.
4. By way of fourth affirmative defense, Defendant pleads release.
5. By way of fifth affirmative defense, Defendant pleads res judicata.
6. By way of sixth affirmative defense, Defendant pleads that statute of limitations bar Plaintiff’s claims.
7. By way of seventh affirmative defense, Defendant pleads judicial estoppel.
8. By way of eighth affirmative defense, Defendant pleads estoppel by contract.
9. By way of ninth affirmative defense, Defendant pleads quasi-estoppel.
10. By way of tenth affirmative defense, Defendant pleads that the claims asserted by Plaintiffs are barred, in whole or in part, because the conduct of parties not named of which Defendant had no knowledge or information was

the sole proximate cause, superseding and or intervening causes of the damages alleged by Plaintiff.

11.By way of twelfth affirmative defense, Defendant pleads that Plaintiff lacks standing to bring a RICO cause of action.

12.By way of thirteenth affirmative defense, Defendant pleads that Plaintiff has failed to properly plead proximate cause sufficient to maintain a RICO cause of action.

13.By way of fourteenth affirmative defense, Defendant pleads that Plaintiff has failed to properly comply with Fed. R. Civ. P. 9(b) in failing to plead such with the required specificity. See *Slaney v. Int'l Amateur*, 244 F.3d 580, 599 (7th Cir. 2001) .

14.By way of fifteenth affirmative defense, Defendant pleads lack of subject matter jurisdiction pursuant to Fed. R. Civ. P. 12(b)(1).

15.By way of sixteenth affirmative defense, Defendant pleads lack of personal jurisdiction pursuant to Fed. R. Civ. P. 12(b)(2).

16.By way of seventeenth affirmative defense, Defendant pleads improper venue pursuant to Fed. R. Civ. P. 12(b)(3).

17.By way of eighteenth affirmative defense, Defendant pleads insufficient process pursuant to Fed. R. Civ. P. 12(b)(4).

18.By way of nineteenth affirmative defense, Defendant pleads

insufficient service of process pursuant to Fed. R. Civ. P. 12(b)(5).

19.By way of twentieth affirmative defense, Defendant pleads failure to state a claim upon which relief can be granted pursuant to Fed. R. Civ. P. 12(b)(6) as to Plaintiff's First Cause of Action, Second Cause of Action, Third Cause of Action, Fourth Cause of Action, and Fifth Cause of Action.

20.By way of twenty-first affirmative defense, Defendant pleads that his inclusion in this above plead cause of action are without merit as he has failed to engage in "conduct" as defined by the RICO Act.

21.By way of the twenty-second affirmative defense, Defendant pleads that his inclusion in the above plead causes of action are without merit as he has failed to qualify as "part of an enterprise" as defined by the RICO Act.

22.By way of the twenty-third affirmative defense, Defendant pleads that his inclusion in the above plead causes of action are without merit as Plaintiff has failed to properly plead with sufficient particularity that he engaged in sufficient "pattern" as defined by the RICO Act.

Respectfully Submitted,

**/s/ Dwnya A. Bazzi**

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Dated: November 9, 2021

**AT LAW GROUP, PLLC**

ATTORNEYS & COUNSELORS

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**RELIANCE UPON JURY DEMAND**

Defendant hereby relies upon the Jury Demand made by Plaintiff pursuant to Fed. R. Civ. P. 38(b).

Respectfully Submitted,

**/s/ Dwnya A. Bazzi**

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## **CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document along with a Certificate of Service was electronically filed on November 9, 2021 with the Court's e-filing system, which will send notification of such filing to all attorneys of record.

Respectfully Submitted,

**/s/ Dwnya A. Bazzi**

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